

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 5

WHEREAS, the Town of Uxbridge ("Owner") and Raymond Design Associates, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Uxbridge High School Project on August 10, 2009 (the "Contract"); and

WHEREAS, Amendment No.1 was approved by the SBC on October 28, 2009, and Amendment No. 2 was approved by the SBC on April 29,2010, and Amendment No. 3 was approved by the SBC on August 5, 2010; and Amendment No 4. was approved by the SBC on August 18, 2010; and

WHEREAS, the parties wish to amend the Contract with Amendment No 5 to be effective on October 25, 2010.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to complete site surveys.
Proposed Additional Fee: **NTE \$11,770**
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$120,000	\$34,650		\$154,650
Schematic Design Phase	\$180,000	\$26,510		\$206,510
Design Development Phase	-	\$640,000		\$640,000
Construction Doc Phase	-	\$1,115,000		\$1,115,000
Bidding Phase	-	\$80,000		\$80,000
Construction Phase	-	\$895,000		\$895,000
Completion Phase	-	\$94,200		\$94,200
GeoTech&GeoEnv	-	\$40,775		\$40,775
Site Survey	-	NTE \$9,460	NTE \$11,770	NTE \$21,230
Site Survey	-	\$20,020		\$20,020
Wetlands	-	\$58,300		\$58,300
Traffic Studies	-	NTE \$68,200		NTE \$68,200
Total Fee	\$300,000	\$ 3,082,115	NTE \$11,770	\$3,393,885

3. The Construction Budget shall be as follows:

Original Budget:	\$0
Amended Budget	\$34,469,807

4. The Project Schedule shall be as follows:

Original Schedule:	
Amended Schedule	Design Development Complete 10/07/10
	Construction Documents Complete 01/26/11
	Substantial Completion 07/03/12

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Beth A. Pitman
(print name)
Chair, Uxbridge Board of Selectmen
(print title)
By [Signature]
(signature)
Date 22 November 10

DESIGNER

(print name)

(print title)
By _____
(signature)
Date _____

D-B-B

- Also subsequent to the previous survey authorization, it was determined that the 'flown' survey does not provide sufficient detailed site information in the remaining areas referenced above. As part of Amendment #5, we are requesting an instrument survey for detailed design features within the Quaker Highway right-of-way and in the area of the site through which the proposed sewer line is set to travel. Additional features within the path of the proposed sewer line need to be detailed in order to assure all environmental permitting issues are taken into account and that the sewer is installed with the proper pitch.
- And finally, subsequent to the previous survey authorization, we determined that the geotechnical engineer could provide us with some borings in the areas of the potential field/court lighting poles (within his previously authorized geotechnical fee). To take advantage of this opportunity, we asked the surveyor to provide us with a fee proposal to field locate where these borings should take place.

COMPENSATION

Compensation is being requested for Additional Services from Design Development through the Completion Phase. These amounts are in addition to our authorization to date on the project for Basic Services from the Feasibility Study through the Project Completion Phases and in addition to previous authorizations to date for additional sub-consultant services not included in the scope of the Basic Services, all of which were authorized in Amendments #1, #2, #3 and #4.

Basic Services

• Basic Services for Feasibility Study & Schematic Design:	\$300,000
• Design Development (Amendment #3)	\$640,000
• Contract Documents (Amendment #3)	\$1,115,000
• Bidding (Amendment #3)	\$80,000
• Contract Administration (Amendment #3)	\$895,000
• Closeout (Amendment #3)	<u>\$94,200</u>
Total Basic Services	\$3,124,200

Previously Approved Additional Services

• Additional Services to Date (Amendments #1 & 2):	\$61,160
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Additional Services – Amendment #4

• Andrews Engineering - Survey:	
○ Not to Exceed \$8,600 x 1.1 Markup =	\$9,460
• BSC Group - Survey:	
○ \$18,200 x 1.1 Markup =	\$20,020
• BSC Group – Wetlands Permitting:	
○ \$53,000 x 1.1 Markup =	\$58,300
• BSC Group – Traffic:	
○ Not to Exceed \$62,000.00 x 1.1 markup =	\$68,200
• PEER Consultants - Geotechnical:	
○ \$37,050 x 1.1 Markup =	<u>\$40,775</u>
Total Additional Services – Amendment #4	\$196,755

Andrews Survey & Engineering, Inc.

104 Mendon Street | P.O. Box 312 | Uxbridge, MA 01569
Tel. (508) 278-3897 Fax (508) 278-2289

Land Surveying • Civil Engineering • Site Planning

September 23, 2010

Gene S. Raymond, Jr. AIA, LEED AP
Raymond Design Associates
222 North Street
Hingham, MA 02043

**Re: Professional Land Surveying Services
Quaker Highway (Rt. 146A) – Uxbridge, MA
ASE Project #2010-091.3**

Dear Mr. Raymond:

Andrews Survey & Engineering, Inc. ("ASE") is pleased to provide a fee proposal for the professional land surveying services required to complete the Scope of Services specified below for the above referenced project located along the Quaker Highway (Rt. 146A) in Uxbridge, MA. The following proposal is based on a review of the scope of work provided in recent email correspondences from BSC Group; a review of work performed in the vicinity by our office; and from similar projects. The fee for our professional services required to complete the Scope of Services for this project shall not exceed **\$10,700**. The detailed Scope is as follows:

Scope of Professional Services

Base Plan Revisions, Topographic Survey, Miscellaneous staking and locations.....\$10,700

For the purposes of this fee proposal the limit of work shall defined as the area within the right-of-way of the Quaker Highway (Rt. 146A) and the right-of-way of Millville Road (Rt. 122) directly adjacent to the location of the proposed Uxbridge High School facilities

- ASE shall perform an instrument survey in accordance with Massachusetts Department of Transportation (MassDOT) standards to locate certain physical features of particular interest in design procedures including a selection of pre-marked trees in the proposed Quad area with adjacent topographic elevations.
- ASE shall perform an instrument survey to determine topography in an area of approximately five acres to the southwest of Millville Road for the purposes of designing the sewer connection to Millville Road including the location of any significant watercourses in the area.
- ASE shall prepare and deliver a preliminary DTM file of the site on NGVD29 based on existing information as of September 1, 2010.
- ASE shall revise DTM and existing conditions base plan of Quaker Highway area and site contracted on August 18, 2010 adjusted to NGVD88 as per Massachusetts DOT standards.
- ASE shall stake proposed location of light pole bases as requested by BSC on September 17, 2010.
- ASE shall revise base plan to include above mentioned features.

GENERAL TERMS AND CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Andrews Survey and Engineering, Inc. ("ASE") personnel to enter upon the property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Professional Services. It is understood by the client that these surveys and tests may require the cutting of trees and brush. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.
2. **Change in Scope of Professional Services:** If, subsequent to the agreement, there is a change in the scope of professional services, either as ordered by the client or as necessitated by circumstances or authorities, a written authorization will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the scope of services, this office will supply a written notification to the client. Services outside of the original scope and within the revised scope as described on the notification will commence upon receipt by this office of the client's authorization. If the scope of professional services is changed, the amount of compensation shall be equitably adjusted.
3. **Unanticipated Circumstances:** If, subsequent to the agreement, unanticipated circumstances require additional work to fulfill the scope of services therein, then in such event written authorization by the client will be required before proceeding. Said authorization will be in the form of a revised contract forwarded to the client depicting thereon an equitable adjustment in the originally quoted fee. Work will recommence upon receipt by this office of the client's signature on the revised contract.
4. **Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or to the environment. Failure to notify this office of any known hazards shall relieve ASE, its agents and its employees from all damages arising from said hazard(s).
5. **Termination Provision:** The agreement may be terminated by either party upon five (5) days written notice. ASE shall be paid for services completed and reimbursable expenses incurred up to the time of termination.
6. **Billing Procedure:** Invoices shall be rendered monthly or upon completion of project phases. Payment is required upon receipt of invoice. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1½ % per month (18% per year). We reserve the right to discontinue professional service on all accounts more than sixty (60) days overdue. Should any account become more than ninety (90) days overdue, we reserve the right to require payment in full for all services provided and reimbursable expenses incurred to date prior to the release of information, plans or other project-related data.
7. **Responsible Party:** The client, as the responsible party, agrees to compensate ASE at the standard or agreed rate for providing the professional services, as described in the Scope of Services. No payments shall be contingent upon financing or receipt of payment from any third party.
8. **Electronic Documents:** Andrews Survey & Engineering, Inc. agrees to provide materials to the Client stored electronically. In accepting and utilizing such documents, the Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents are provided to the Client for information only and not as an end product. Differences may exist between the electronic documents and the signed and/or sealed hard copy drawings and other data. In the event of a conflict between the signed drawings and the electronic documents, the signed and/or sealed hard copy documents shall govern.

**Raymond Design Associates, Inc.**

222 North Street, Hingham, Massachusetts 02043
Telephone 781-749-5530
Facsimile 781-749-5531

October 1, 2010

Uxbridge School Building Committee
c/o Joslin Lesser Associates, Inc.
44 Pleasant Street
Watertown, Massachusetts 02472

INVOICE #2010-10-01: Uxbridge High School
Uxbridge, Massachusetts

<u>Fee Schedule:</u>	<u>Fee</u>	<u>% Comp</u>	<u>Amt. Earned</u>	<u>Prev Billed</u>	<u>Due This Invoice</u>
Base Contract					
Feasibility Study	\$120,000.00	100%	\$120,000.00	\$120,000.00	\$0.00
Schematic Design	\$180,000.00	100%	\$180,000.00	\$180,000.00	\$0.00
Amendment #1	\$42,130.00	100%	\$42,130.00	\$42,130.00	\$0.00
Amendment #2	\$19,030.00	100%	\$19,030.00	\$19,030.00	\$0.00
Amendment #3 – Control #8892JC135					
Design Development	\$640,000.00	92.0%	\$588,800.00	\$448,000.00	\$140,800.00
Construction Documents	\$1,115,000.00	0.0%	0.00	0.00	\$0.00
Bidding Phase	\$80,000.00	0.0%	0.00	0.00	\$0.00
Construction Phase	\$895,000.00	0.0%	0.00	0.00	\$0.00
Completion Phase	\$94,200.00	0.0%	0.00	0.00	\$0.00
Amendment #4 – Control #(TBD)					
Survey – Site	\$9,460.00	0.0%	0.00	0.00	\$0.00
Survey – Permitting Support	\$20,020.00	0.0%	0.00	0.00	\$0.00
Wetlands – MEPA-ENF, Etc	\$58,300.00	0.0%	0.00	0.00	\$0.00
Traffic	\$68,200.00	0.0%	0.00	0.00	\$0.00
Geotechnical/Geoenviron'l	\$40,775.00	0.0%	0.00	0.00	\$0.00
Total:	\$3,382,115.00		\$949,960.00	\$809,160.00	\$140,800.00

Due This Invoice:

\$140,800.00